



January 28, 2021

WHITEHOUSE COUNCIL AGENDA
February 2, 2021
6:30 P.M.

Due to the coronavirus (COVID-19) pandemic, Whitehouse Village Council is urging citizens to access public meetings remotely. You may do so by phone by dialing **1-312-626-6799**. You will then be prompted to press the following Meeting ID **879 9791 2248**. The Passcode is **2223**. You may also access the meeting online at **zoom.us** and click on "Join a Meeting". Use the same Meeting ID and Passcode. To help minimize background noise, **please make sure that you mute your microphone.**

Notice is hereby given that the Whitehouse Village Council will meet on Tuesday, February 2, 2021, at 6:30 PM.

Welcome and thank you for attending the Whitehouse Village Council meeting. The purpose of the Village Council meeting is to conduct the official business of the Village of Whitehouse and to hear citizen's comments pertaining to items that appear on the agenda and comments for future consideration. We welcome and encourage your participation. If you wish to make a comment, please wait to be recognized then state your name and address for the record. Please make your comments as concise as possible to allow time for others who wish to make comments. The Mayor presides over the Council meeting and has the authority to take the actions necessary to maintain order and proper decorum among those present. Thank you for your cooperation.

- I. Call to Order
- II. Roll Call
- III. Prayer: Jason Dittus, CedarCreek Church
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the January 19, 2021 Council Meeting
- VI. Adoption of Bills dated January 28, 2021 and the Addendum bills dated February 2, 2021
- VII. Introduction of Persons to Appear Before Council
- VIII. Committee Reports
 - A. Report on the January 26, 2021 Economic Development Meeting
- IX. Report of the Mayor
- X. Report of the Clerk of Council

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- XI. Report of the Village Administrator
 - A. Request for Legislation Authorizing a Swan Creek Ditch Assessment Agreement (as an Emergency)
 - B. Request for Legislation Authorizing a Lone Oak Ditch Assessment Agreement (as an Emergency)
 - C. Request Authorization for Legislation to Authorize a Construction Engineering Contract with Jones & Henry for Wabash Cannonball Sewer Interceptor Project (as an emergency)
 - D. Request Authorization for Legislation for Fire Services Contract within the Co-Op (as an emergency)
 - E. Request Authorization for Legislation for the Joint Cooperation Agreement with the City of Waterville, Waterville Township and the Village of Whitehouse (as an emergency)
 - F. Request Authorization for Legislation for Approval of Amended Pay Scale to Accommodate New Pay Rates for Fire Co-Op Personnel (as an emergency)
- XII. Report of the Village Solicitor
- XIII. Report from Department Heads
- XIV. Citizen Comments on Agenda Items
- XV. Ordinances
 - A. **Ordinance 1-2021:** Establishing Pay Classifications, and Benefit Steps for Employees of the Village of Whitehouse, Lucas County, Ohio; Repealing Ordinance No. 26-2019 (as an emergency)
 - B. **Ordinance 2-2021:** Authorizing the Village of Whitehouse, Lucas County, Ohio to Enter into a Fire Protection Services Agreement with the City of Waterville and The Board of Trustees of Waterville Township (as an emergency)
 - C. **Ordinance 3-2021:** Authorizing the Village of Whitehouse, Lucas County, Ohio, to Enter into a Joint Cooperation Agreement with the City of Waterville and the Board of Trustees of Waterville Township (as an emergency)
- XVI. Resolutions
 - A. **Resolution 4-2021:** Authorizing and Allowing the Village of Whitehouse, Lucas County, Ohio to Pay Special Assessments on Village Residents in Association with the Petition for the Swan Creek Improvements Currently Under Consideration by the Board of Lucas County Commissioners (as an emergency)
 - B. **Resolution 5-2021:** Authorizing and Allowing the Village of Whitehouse, Lucas County, Ohio to Pay Special Assessments on Village Residents in Association with the Petition for the Lone Oak Ditch Improvements #1048 Currently Under Consideration by the Board of Lucas County Commissioners (as an emergency)
 - C. **Resolution 6-2021:** Authorizing the Administrator of the Village of Whitehouse, Lucas County, Ohio to Enter Into a Contract for Engineering Services (as an emergency)
- XVII. Council Comments
- XVIII. Citizen Comments
- XIX. Adjournment

Regular

January 19,

21

At 6:31 PM Mayor Don Atkinson called the meeting to order.

ROLL CALL: Richard Bingham, Rebecca Conklin Kleiboemer, Mindy Curry, Bob Keogh, Bill May, and Louann Artiaga. Also present were the following: Administrator Jordan Daugherty, Solicitor Kevin Heban, Director of Public Services Steve Pilcher, Fire Chief Joshua Hartbarger, Police Chief Mark McDonough, Deputy Police Chief Allan Baer, Deputy Fire Chief Jason Francis, Clerk Susan Miller, Karen Gerhardinger, Warren Clifton, Michell Roush, Joe Bublick, Carol Lynch, Julie Theroux, Jeff Yoder, Christie Jenkins, Jonathon Hoyt, and Jeff Gibb.

Council prayer was given by Pastor Warren Clifton of Hope United Methodist Church.

Motion by Bill May, seconded by Richard Bingham to approve the minutes of the January 5, 2021 meeting. 6 ayes

Motion by Richard Bingham, seconded by Louann Artiaga to approve the bills totaling \$291,906.66 dated January 14, 2021, the Addendum bills totaling \$161,755.79 dated January 19, 2021 and the November 2020 Financial Statement. 6 ayes

Motion by Rebecca Conklin Kleiboemer, seconded by Mindy Curry to approve the Duathlon Race Run/Bike/Run on May 19, 2021 from 7:00 - 9:00 and the Duathlon and Triathlon Race Swim/Bike/Run on June 26 2021 from 7:30 AM - 12:30 PM with safety services assistance and waiving the special event fee. 6 ayes

Motion by Mindy Curry, seconded by Bob Keogh to approve a donation of \$2,000.00 to the Family and Child Abuse Prevention Center. 6 ayes

Motion by Bob Keogh, seconded by Richard Bingham to approve a donation of \$5,000.00 to Veteran's Matter. 6 ayes

Motion by Louann Artiaga, seconded by Mindy Curry to authorize the Solicitor to prepare legislation authorizing Execution of Contract Agreements with the Lucas County Board of Commissioners with Respect to Participation in the Lucas County Suburban Court Services Victim-Witness-Advocate Assistance Program by the Village of Whitehouse, Lucas County, Ohio and declaring an emergency. 6 ayes

Motion by Bill May, seconded by Louann Artiaga to authorize the Solicitor to prepare legislation determining that Certain Miscellaneous Personal Property Used by the Police Department and Owned by the Village of Whitehouse, Lucas County, Ohio is of no Further Use to the Village and is Hereby Determined to be Surplus Property and to be Disposed of Pursuant to Law and declaring an emergency. 6 ayes

Mayor Don Atkinson asked for Citizen Comments pertaining to Agenda items. There were none.

Motion by Louann Artiaga, seconded by Mindy Curry to accept, as previously authorized, Resolution 2-2021 authorizing Execution of Contract Agreements with the Lucas County Board of Commissioners with Respect to Participation in the Lucas County Suburban Court Services Victim-Witness-Advocate Assistance Program by the Village of Whitehouse, Lucas County, Ohio at its first reading and declaring an emergency. 6 ayes

Motion by Louann Artiaga, seconded by Rebecca Conklin Kleiboemer to suspend the rules and to have the second and third reading of Resolution 2-2021 by title only and declaring an emergency. 6 ayes

Motion by Louann Artiaga, seconded by Rebecca Conklin Kleiboemer to accept Resolution 2-2021 and to pass said Resolution and declaring an emergency. 6 ayes

Motion by Bill May, seconded by Bob Keogh to accept, as previously authorized, Resolution 3-2021 determining that Certain Miscellaneous Personal Property Used by the Police Department and Owned by the Village of Whitehouse, Lucas County, Ohio is of no Further Use to the Village and is Hereby Determined to be Surplus Property and to be Disposed of Pursuant to Law at its first reading and declaring an emergency. 6 ayes

Motion by Bill May, seconded by Bob Keogh to suspend the rules and to have the second and third reading of Resolution 3-2021 by title only and declaring an emergency. 6 ayes

Motion by Bill May, seconded by Mindy Curry to accept Resolution 3-2021 and to pass said Resolution and declaring an emergency. 6 ayes

Other items discussed:

- Thoughts and prayers go out to the family of Toledo Police Officer, Brandon Stalker killed in the line of duty.
- Duathlon and Multisport events do not conflict with potential Cherry Fest dates
- New home construction variance approved
- Personnel policy updates for citihood
- Police Chief Mark McDonough thanked everyone that reached out when he had COVID, Whitehouse Police will be participating in the services for Officer Stalker, two part time officers to be sworn in next week, one part time officer left for a full time position, another will be leaving soon, end of year reports coming soon
- Equipping the cemetery sexton, black history month banners
- Surprise birthday parade Saturday meeting at Village Hall at 3:15
- Economic Development Committee meeting next Tuesday at 4:00 PM via Zoom, focusing on 3-4 properties, public surveys, goals and objectives, wish list
- Privilege to support this Community

Regular

January 19,

21

- No used trucks available from the Village at this time

Motion by Bob Keogh, seconded by Bill May to adjourn at 7:27 PM. 6 ayes

Duly Appointed Clerk of Council

Mayor

COUNCIL BILLS

1/28/2021

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
A. W. Board of Education	Police	\$1,481.23		Fuel
A. W. Board of Education	Fire	\$511.47		Fuel
A. W. Board of Education	Parks	\$28.18		Fuel
A. W. Board of Education	Maintenance	\$136.29		Fuel
A. W. Board of Education	Streets	\$82.10		Fuel
A. W. Board of Education	Life Squad	\$316.02		Fuel
A. W. Board of Education	Water	\$385.25		Fuel
A. W. Board of Education	Sewer	\$273.40	\$3,213.94	Fuel
Department of Public Utilities	Water	\$56,128.01	\$56,128.01	Water Usage
Heban, Murphree & Lewandowski	Administration	\$1,500.00		Law Director Fees
Heban, Murphree & Lewandowski	Fire	\$560.00		Law Director Fees
Heban, Murphree & Lewandowski	Sewer	\$130.00	\$2,190.00	Law Director Fees
HP Products	Fire	\$36.44	\$36.44	Supplies
Johnson Controls Security Solutions	Maintenance	\$615.46	\$615.46	Quarterly Alarm Fee
KS Statebank	Fire	\$2,047.67	\$2,047.67	Turnout Gear Payment
MA SI	Water	\$60.00	\$60.00	Water Sample Analysis
New Pig	Police	\$80.71		Spill Kits
New Pig	Fire	\$80.71		Spill Kits
New Pig	Parks	\$80.73		Spill Kits
New Pig	Maintenance	\$80.73		Spill Kits
New Pig	Streets	\$80.73		Spill Kits
New Pig	Sewer	\$80.71		Spill Kits
New Pig	Water	\$80.71	\$565.03	Spill Kits
Office Depot	Administration	\$20.79		Supplies
Office Depot	Administration	\$18.89	\$39.68	Supplies
Perrysburg Pipe & Supply	Sewer	\$220.28		Supplies
Perrysburg Pipe & Supply	Water	\$1,534.75	\$1,755.03	Software Subscription
PNC	Life Squad	\$13.93		Software Subscription
PNC	Administration	\$56.83		Software Subscription

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
PNC	Administration	\$82.58		Holiday Signs
PNC	Administration	\$46.23		Office Supplies
PNC	Fire	\$134.88		Fire Boots
PNC	Administration	\$95.96		Office Supplies
PNC	Administration	\$99.72		Richard Luedtke Flowers
PNC	Administration	\$42.56		Senior Call Number
PNC	Administration	\$105.00		Software Subscription
PNC	Administration	\$10.73		Virtual Meetings
PNC	Administration	\$23.39		Software Subscription
PNC	Administration	\$48.12		Fuel
PNC	Administration	\$40.93		Fuel
PNC	Administration	\$40.43		Fuel
PNC	Administration	\$60.58		Fuel
PNC	Administration	\$43.67		Fuel
PNC	Life Squad	\$16.09		Software Subscription
PNC	Police	\$4.27		Car Wash
PNC	Streets	\$76.82		Part
PNC	Maintenance	\$352.98		Truck Bed Tool Box
PNC	Administration	\$69.40		Postage 180th Care Pkg
PNC	Police	\$64.10		GovDeals Item
PNC	Administration	\$110.00		Postage
PNC	Administration	\$31.93		Ink Cartridge
PNC	Administration	\$42.79		Virtual Meetings
PNC	Maintenance	\$42.89	\$1,756.81	Software Subscription
Poggemeyer Design Group	Capital Project	\$1,761.25	\$1,761.25	Finzel Rd Resurfacing
Ram Exterminators LLC	Maintenance	\$40.00		Bug Spraying
Ram Exterminators LLC	Life Squad	\$36.00	\$76.00	Bug Spraying
Technichem	Water	\$1,229.80	\$1,229.80	Supplies
Triotech Corporation	Police	\$243.00		Monthly Phone Service
Triotech Corporation	Fire	\$143.54		Monthly Phone Service
Triotech Corporation	Maintenance	\$275.19		Monthly Phone Service
Triotech Corporation	Life Squad	\$143.53		Monthly Phone Service
Triotech Corporation	Water	\$19.00		Monthly Phone Service

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
Triotech Corporation	Sewer	\$19.00	\$843.26	Monthly Phone Service
		\$72,318.38	\$72,318.38	

ORDINANCE NO. 1 - 2021

AN ORDINANCE ESTABLISHING PAY CLASSIFICATIONS, AND BENEFIT STEPS FOR EMPLOYEES OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO; REPEALING ORDINANCE NO. 26-2019, AND DECLARING AN EMERGENCY

WHEREAS, the Administrator and Committee of the Whole of the Council of the Village of Whitehouse, Lucas County, Ohio, have recommended changes to the Pay Classifications and Benefit Step to be conferred upon Village Employees; and

WHEREAS, this Council is desirous of adopting said recommendations.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths ($\frac{3}{4}$) of all members elected thereto concurring:

Section 1: That Ordinance No. 26-2019 is hereby repealed in its entirety effective February 1, 2021 and further that all ordinances, administrative manuals, portions of ordinances, portions of administrative manual, memorandums or written policies in conflict herewith are hereby repealed.

Section 2: That effective as of February 2, 2021 the Village of Whitehouse, Lucas County, Ohio "Position Classification and Compensation Plan" shall exist with respect to Pay Classifications and Step Ranges in the form as attached hereto as Exhibit A, as incorporated by reference herein and shall be placed in all personnel data manuals. The Administrator of the Village of Whitehouse, Lucas County, Ohio, shall initially place all Village personnel in the appropriate classification; annually place all Village personnel in the appropriate compensation steps; and thereafter distribute and update all written manuals, policy or similar written memorandums, to conform with the pay and benefit scales attached hereto as Exhibit A.

Section 3: That all ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed

Section 4: It is hereby found and determined that all formal actions of this Council including any of its committees concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth by Village Charter.

Section 5: This ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of said Village and for the further reason that the adoption of this ordinance is necessary to provide updated pay and benefit schedules to the employees of the Village of Whitehouse, Lucas County, Ohio, in accordance with law.

WHEREFORE, this ordinance shall take full force and effect immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

= Changes

VILLAGE OF WHITEHOUSE
PAY CLASSIFICATIONS

1/1/2021

CLASS	POSITION	STEP					
		1	2	3	4	5	6
		Hourly Rate Annual					
A	Police Chief, Director of Public Service, Finance Director, Fire Chief	\$ 54,961	\$ 59,457	\$ 63,950	\$ 68,442	\$ 72,939	\$ 78,134
A.1	Deputy Fire Chief, Deputy Police Chief	\$ 47,425	\$ 50,515	\$ 54,867	\$ 59,782	\$ 63,754	\$ 68,771
B	Sergeant, Tax Commissioner, Planning Administrator, Training Officer	\$ 21.22 \$ 44,147	\$ 22.71 \$ 47,238	\$ 24.80 \$ 51,590	\$ 27.17 \$ 56,505	\$ 29.08 \$ 60,478	\$ 31.49 \$ 65,495
C	Building/Zoning Clerk, Account Clerk, Public Service	\$ 16.96 \$ 35,278	\$ 18.73 \$ 38,952	\$ 20.61 \$ 42,878	\$ 22.57 \$ 46,953	\$ 24.40 \$ 50,753	\$ 26.22 \$ 54,532
	Additional Pay (Public Service): Water Operator Class I License = \$.25 per hour Water Operator Class II License = \$.50 per hour Wastewater Collections Class II License = \$.25 per hour Supervisor = \$ 2.00 per hour						
C.1	Office Assistant	\$ 13.20 \$ 27,446	\$ 14.88 \$ 30,950	\$ 16.02 \$ 33,315	\$ 17.12 \$ 35,616	\$ 18.04 \$ 37,516	\$ 19.45 \$ 40,451
D	Patrol Officer, Firefighter/EMT	\$ 18.99 \$ 39,501	\$ 20.76 \$ 43,174	\$ 22.43 \$ 46,658	\$ 24.20 \$ 50,331	\$ 25.96 \$ 54,004	\$ 27.58 \$ 57,361
	Additional Pay: Police Corporal = \$1.00 per hour						
E	Life Squad Paramedic (based on 2,990 hrs.)	\$ 14.72 \$ 44,005	\$ 16.22 \$ 48,497	\$ 17.50 \$ 52,321	\$ 19.17 \$ 57,328	\$ 20.74 \$ 62,002	\$ 22.19 \$ 66,342
	Additional Pay: Paramedic Chief = \$.70 per hour or \$2,000 annually Paramedic Capitain = \$.35 per hour or \$1,000 annually Paramedic Lieutenant = \$.25 per hour or \$750 annually						
F	Regular Part Time Employee Office Staff, Safety Asst. (25 hrs. wk)	\$ 17,154 \$ 13.20	\$ 19,344 \$ 14.88	\$ 20,822 \$ 16.02	\$ 22,260 \$ 17.12	\$ 23,448 \$ 18.04	\$ 25,282 \$ 19.45
G	Part Time Positions Police Department						
	Patrolperson	\$ 14.74	\$ 15.79	\$ 16.84	\$ 17.98	\$ 19.45	\$ 20.23
	Auxiliary Police Officer	\$ 12.72 per hour, for specialized duties and mandated training					
	Crossing Guard	\$ 12.72 per crossing shift					
	Seasonal Employees						
	Recreation Director	\$ 11.52	TO				\$ 17.50
	Seasonal (Pub. Svc./Park)	\$ 11.52	TO				\$ 17.50
	Fire Department						
	Paramedics	\$ 13.51	TO				\$ 17.51
	EMT	\$ 12.02	TO				\$ 16.01
H	Volunteer Fire Department						
	Asst. Fire Chief	\$ 3,173.43 annually					
	Deputy Chief	\$ 2,363.18 annually					
	Captain	\$ 1,586.71 annually					
	Lieutenant	\$ 1,080.33 annually					
	Officers & Firefighters (includes drills up to 24 annually)	\$ 12.02	TO				\$ 17.51
I	Full Time Fire Department						
	EMT-Paramedic	\$ 14.72	\$ 16.22	\$ 17.50	\$ 19.17	\$ 20.74	\$ 22.19
	EMT-Basic	\$ 13.25	\$ 14.25	\$ 15.25	\$ 16.25	\$ 17.25	\$ 18.25

ORDINANCE NO. 2-2021

AN ORDINANCE AUTHORIZING THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, TO ENTER INTO A FIRE PROTECTION SERVICES AGREEMENT WITH THE CITY OF WATERVILLE AND THE BOARD OF TRUSTEES OF WATERVILLE TOWNSHIP, AND DECLARING AN EMERGENCY.

WHEREAS, it is desirable and in the best interests of the Village of Whitehouse and its residents for the Village to enter into a Fire Protection Services Agreement (hereinafter the "Agreement") with the City of Waterville and the Board of Trustees of Waterville Township; and

WHEREAS, the Agreement is attached as Exhibit "A".

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the Village of Whitehouse, Lucas County, Ohio hereby approves the Agreement, which agreement is attached hereto as Exhibit A.

SECTION II: The Mayor and Fire Chief are hereby directed and authorized to execute said Agreement on behalf of the Village.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

SECTION IV: This Ordinance is hereby declared to be an Emergency Measure necessary for the immediate preservation of the public peace, health and safety of said Village and its inhabitants, and for the further reason that this Ordinance is necessary to provide for the continuation of fire, EMS and ambulance services to the residents and visitors to the Village of Whitehouse.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

FIRE PROTECTION SERVICES AGREEMENT

THIS FIRE PROTECTION SERVICES AGREEMENT is made as of the ____ day of _____, 2020, by and between the **VILLAGE OF WHITEHOUSE, OHIO**, an Ohio municipal corporation ("Whitehouse"), and **THE BOARD OF TRUSTEES OF WATERVILLE TOWNSHIP, LUCAS COUNTY, OHIO**, an Ohio statutory township ("Waterville Township").

WHEREAS, Whitehouse operates its own Fire Department and provides fire, emergency medical, rescue and ambulance services within its municipal boundaries and within contracted portions of other jurisdictions outside its municipal boundaries, as well as certain "mutual aid" services across jurisdictional boundaries as and when necessary; and

WHEREAS, Waterville Township does not operate its own fire department or otherwise directly provide fire, emergency medical, rescue or ambulance services within its jurisdictional boundaries; and

WHEREAS, Waterville Township desires to receive fire, emergency medical, rescue and ambulance services for a portion of its jurisdictional boundaries and related administrative services from Whitehouse pursuant to *Ohio Revised Code* Sections 9.60 and 505.44, and Whitehouse desires to provide such services to Waterville Township, both subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, the agreements set forth herein and other valuable consideration, the parties agree as follows:

1. **Fire Protection Services.**

(a) *Fire, Emergency Medical, Rescue and Ambulance Services.* Waterville Township agrees to receive from Whitehouse, and Whitehouse agrees to provide to Waterville Township, all of Waterville Township's requirement for fire, emergency medical, rescue and ambulance services (the "Fire Protection Services") within the portion of the unincorporated area of Waterville Township identified on Exhibit A attached hereto and incorporated herein by reference (the "Service Area"), subject to and except as otherwise provided in this Agreement. This Agreement does not apply to any individual business or citizen direct engagement of private ambulance or patient transport services within the Service Area.

Whitehouse shall be the primary agency to respond to calls for Fire Protection Services within the Service Area, regardless the location of other equipment or proximity of other personnel in relation to the incident giving rise to the need for Fire Protection Services, except (i) the City of Waterville, Ohio Fire Department (the "Waterville Fire Department") may respond first with its boat to water rescues in the Service Area, and (ii) as otherwise agreed between the parties when another fire department or agency has equipment and/or personnel that uniquely is suited to the incident giving rise to the need for Fire Protection Services that Whitehouse does not have ready access to.

If there is a need for Whitehouse's Fire Protection Services equipment and/or personnel in order appropriately to respond to a call for Fire Protection Services within its own municipal boundaries which exists at or during the same time as a need for Fire Protection Services occurring within the Service Area, or if there is a need for Whitehouse to withdraw its Fire Protection Services equipment and/or personnel from an ongoing call for Fire Protection Services occurring within the Service Area in order appropriately to respond to a call for Fire Protection Services occurring within its own municipal boundaries, Whitehouse shall give first priority to the need for Fire Protection Services occurring within its own municipal boundaries.

If (iii) Whitehouse is unable to respond to a call for Fire Protection Services within the Service Area within a timeframe appropriately responsive to the incident giving rise to the need for Fire Protection Services, (iv) Whitehouse determines the need to call in additional Fire Protection Services from outside its own Fire Department, or (v) there is a need for Whitehouse to withdraw its Fire Protection Services equipment and/or personnel from an ongoing call for Fire Protection Services occurring within the Service Area in order appropriately to respond to a call for Fire Protection Services occurring within its own municipal boundaries, Whitehouse shall use its best efforts promptly first to call the Waterville Fire Department to respond to that call for Fire Protection Services or to provide such additional Fire Protection Services in accordance with that certain Joint Cooperation Agreement between the Village of Whitehouse, Ohio, the City of Waterville, Ohio, and The Board of Trustees of Waterville Township, Lucas County, Ohio dated as of _____ (the "Joint Cooperation Agreement"), and if necessary thereafter such other Fire Protection Services providers in the area including the utilization of mutual aid agreements with nearby jurisdictions.

(b) *Staff, Staffing and Equipment.* Whitehouse shall be responsible for its Fire Department operations, equipment and staffing, including salary, benefits, insurances, contributions and liabilities. At all times during the term of this Agreement Whitehouse shall have or have access to sufficient personnel as determined by Whitehouse appropriately to respond to calls for Fire Protection Services, and shall have at least three (3) personnel at the ready to respond to the first dispatched call for Fire Protection Services within its municipal boundaries and the Service Area, such personnel comprised of any combination of full- and part-time, on-call and pay-per-call personnel. Whitehouse shall own, lease or otherwise provide, operate and maintain up-to-date and functional equipment, facilities and other capital assets as reasonably determined by Whitehouse to be necessary for the delivery or prompt, safe and effective Fire Protection Services.

(c) *Billing for Transport Services.* Whitehouse will "softbill" Waterville Township residents and citizens on all transports to the hospital. Whitehouse will bill, collect and retain from the Waterville Township residents' and citizens' insurance carrier(s) for Whitehouse's charges for transports to hospitals. These amounts are in addition to the amounts to be paid by Waterville Township to Whitehouse as set forth in Item 4, below.

2. Administrative Services. The Whitehouse Fire Chief shall serve as fire prevention officer on behalf of Waterville Township within the Service Area. The fire prevention officer shall exercise all of the duties of a fire chief except those involving the

maintenance and operation of fire apparatus, including fire department plan review for fire code or fire suppression issues, fire safety inspections and investigations, and fire code enforcement.

The Waterville Township Board of Trustees annually shall appoint the Whitehouse Fire Chief as fire prevention officer on behalf of Waterville Township within the Service Area. In the event that the Waterville Township Board of Trustees does not annually appoint the Whitehouse Fire Chief as fire prevention officer on behalf of Waterville Township within the Service Area, the provisions of this Item 2 shall control and be self-operative.

3. Reports of Services. At least quarterly Whitehouse shall provide to Waterville Township a written summary report of the number and type of Fire Protection Services and Administrative Services provided by Whitehouse during the reporting period, including the number of fire and emergency medical services calls and response times and inspections, site review plans and investigations, together with any other reporting information that Waterville Township reasonably may request from time to time.

4. Payment for Services. In consideration of the Fire Protection Services and Administrative Services to be provided by Whitehouse to Waterville Township as set forth in this Agreement, Waterville Township shall pay to Whitehouse each year during the term of this Agreement an amount equal to one-half (1/2) of all of the revenue received by Waterville Township as collected for the preceding tax year generated from all then-current and future taxes levied or to be levied upon all taxable property in Waterville Township for fire, emergency medical, rescue and ambulance services in Waterville Township.

Payment shall be made in two (2) semi-annual payments on April 1 and October 1 each year without notice, demand or set-off. Each payment shall be in advance for the Fire Protection Services and Administrative Services to be provided in the immediately succeeding six (6) month period. At the time of each payment Waterville Township shall provide to Whitehouse a copy of a written certification or other public record issued by the Lucas County, Ohio Auditor or Treasurer which sets forth all such revenue received by Waterville Township during the six (6) months immediately prior to each payment date from all then-current taxes levied upon all taxable property in Waterville Township for fire, rescue and ambulance services in Waterville Township.

As of the date of this Agreement, there are three (3) current Waterville Township tax levies for fire, emergency medical, rescue and ambulance services, specifically a 1986 continuous 1.50-mill levy, a 2000 continuous 1.50-mill levy, and a 2020 continuous 3.25-mill levy (together, the "Current Levies"). With respect to the Current Levies, Waterville Township agrees not to take any action to reduce the millage rate, number of years or term, or amount of annual revenue of or from the Current Levies, or to refund or abate, or postpone or delay the collection of, any of the Current Levies, and Waterville Township shall take all actions reasonably necessary to maintain, renew or replace with equivalent levies all of the Current Levies, it being the specific intent of the parties that Waterville Township at all times during the term of this Agreement shall maintain a level of revenue received or to be received by Waterville Township generated from all then-current and future taxes levied or to be levied upon all taxable

property in Waterville Township for fire, emergency medical, rescue and ambulance services in Waterville Township as contemplated as of the date of this Agreement.

Any reduction, refund, abatement in, postponement or delay in collection of, or failure to maintain, renew or replace, the Current Levies by Waterville Township shall be a breach of this Agreement.

5. Responsibility.

(a) Whitehouse shall be responsible for its own acts or omissions in the provision of Fire Protection Services within the Service Area, and agrees to defend itself and pay any judgments and costs arising from such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility to Waterville Township. Notwithstanding the foregoing sentence, the parties to this Agreement agree that Whitehouse, its Fire Department, officials, officers, administrators, employees, volunteers, contractors, agents or representatives, shall not be liable for any damages or loss to persons or property for any failure to respond to, delay in responding to, or withdrawal from, a call for Fire Protections Services within the Service Area.

(b) Personnel of Whitehouse and its Fire Department providing Fire Protection Services within the Service Area while providing such services shall be considered to be agents of Whitehouse for purposes of tort liability and immunity from tort liability under the law of this state. Personnel of Whitehouse and its Fire Department while providing or requesting Fire Protection Services within the Service Area, or while in route to or from providing Fire Protection Services within the Service Area, shall be deemed to be exercising governmental functions as defined in *Ohio Revised Code* Section 2744.01, shall have the defenses to and immunities from civil liability provided in *Ohio Revised Code* Sections 2305.233, 2744.02 and 2744.03, and shall be entitled to all applicable limitations on recoverable damages under *Ohio Revised Code* Section 2744.05.

6. Annexation/Merger. This Agreement shall continue in existence throughout its term unless terminated earlier as provided herein, and shall be binding on the parties and on any entities succeeding the parties whether by annexation, merger or otherwise. In the event that any portion of the Service Area shall be included within a municipal corporation other than Whitehouse or within a township other than Waterville Township as constituted as of the date of this Agreement, whether by annexation, merger or otherwise, Whitehouse and Waterville Township may, but are not required to, amend this Agreement to include that municipal corporation or township as a party to this Agreement. The portion of the Service Area that is included within a municipal corporation or township by annexation, merger or otherwise after the date of this Agreement shall continue to be a part of the Service Area and subject to the terms of this Agreement and to the tax levy revenue identified in Item 4, above, or its economic equivalent.

7. Term and Termination.

(a) *Term.* The initial term ("Initial Term") of this Agreement shall be a period of ten (10) years commencing on the date first set forth above, unless terminated earlier as provided herein.

Following the Initial Term this Agreement shall continue thereafter for up to five (5) additional consecutive terms of one (1) year each (each, a "Renewal Term") unless either Whitehouse or Waterville Township provides written notice to the other at least ninety (90) days prior to expiration of the then-current term of its intention not to continue this Agreement beyond expiration of the then-current term.

References in this Agreement to "term" shall refer to the Initial Term and, if continued, to the Renewal Terms, collectively.

(b) *Termination.*

(i) *By Whitehouse.* If Waterville Township fails to pay for the Fire Protection Services and Administrative Services in the amounts and as at the times set forth in Item 4, above, or in the event of any reduction, refund, abatement in, postponement or delay in collection of, or failure to maintain, renew or replace, the Current Levies by Waterville Township, Whitehouse may, but need not, terminate this Agreement upon thirty (30) days written notice to Waterville Township.

(ii) *By Waterville Township.* If Waterville Township establishes and actively operates its own Fire Department and provides fire, emergency medical, rescue and ambulance services within the Service Area, Waterville Township may terminate this Agreement upon one hundred eighty (180) days written notice to Whitehouse.

(c) *Effect of Termination.*

(i) In the event of termination of this Agreement, any payment by Waterville Township in advance for the Fire Protection Services and Administrative Services to be provided in the immediately succeeding six (6) month period following the payment shall be prorated and Whitehouse shall return to Waterville Township that portion of the payment for services during the period from the date of termination through the end of such succeeding six (6) month period.

(ii) Whitehouse has made and will continue to make adjustments and increases to its staff and staffing of Fire Department personnel, and has made and will continue to make additional Fire Department capital acquisitions, both in reliance on this requirements contract and the provision of Fire Protection Services to Waterville Township during the entire term of this Agreement. In the event of termination of this Agreement by Whitehouse, Waterville Township shall pay to Whitehouse each year during and through the end of the then-current term of this Agreement without regard to termination of this Agreement an amount equal to fifteen per cent (15%) of all of the revenue received by Waterville Township as collected for the preceding tax year generated from all then-current and future taxes levied or to be levied

upon all taxable property in Waterville Township for fire, emergency medical, rescue and ambulance services in Waterville Township.

(iii) In the event of termination of this Agreement by Whitehouse, Waterville Township no longer shall be a party to the Joint Cooperation Agreement as provided therein.

8. Dispute Resolution. Except for a default in payment or non-compliance by Waterville Township with any of the other provisions of Item 4, above, any dispute or claim of default arising under this Agreement first shall be referred to the W³ Fire Co-Op Steering Committee (or any successor thereof) established under the Joint Cooperation Agreement for consideration and comment within thirty (30) days of the referral.

9. Relationship of the Parties. The relationship of the parties to this Agreement shall be that of independent contractors. Nothing set forth in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties hereto.

10. Notices. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be effective upon receipt, if given (a) in person or by courier or a courier service, (b) by certified U.S. mail, return receipt requested, or (c) by nationally recognized overnight delivery service, addressed as follows:

If to Whitehouse: Village of Whitehouse
ATTN: Administrator
6925 Providence Street
Whitehouse, OH 43571

If to Waterville Township: Waterville Township, Lucas County, Ohio
ATTN: Fiscal Officer
621 Farnsworth Road
Waterville, Ohio 43566

Any party may at any time change its notice address by providing notice to the other parties by delivery of notice of such change by the method described above.

11. Amendment. Except as otherwise set forth in this Item 11, this Agreement may be changed, modified or amended only by in writing approved by the legislative authorities of each party by appropriate legislation authorizing that amendment. In order for such change, modification or amendment to be effective, the legislative actions of the parties that amend, modify or amend this Agreement must occur and be effective within a period of sixty (60) days of each other.

The Whitehouse Fire Chief and Waterville Township Fiscal Officer from time to time by amendment signed by both of them and attached to this Agreement administratively may amend Exhibit A to make minor revisions to the Service Area to address or respond to operational or

logistical considerations regarding the efficient and effective delivery of Fire Protection Services to the Waterville Township community.

12. Waiver of Breach. Waiver by either party of a breach of any of the terms or provisions of this Agreement by the other party at any time or times shall not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

13. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

14. No Third Party Beneficiary. Except as specifically set forth in this Agreement, none of its provisions are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

15. Assignment. Neither party may assign any of its rights, interests or obligations under this Agreement without obtaining the prior written consent of the other party.

16. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties and their respective permitted successors and assigns, subject, however, to the specific provisions hereof.

17. Survival. Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

18. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio. The jurisdiction and venue for any action between the parties regarding this Agreement shall be in the federal or state courts located in Toledo, Lucas County, Ohio, and all parties hereto consent to the exercise of personal jurisdiction over them by such courts.

19. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties, including that certain Fire Service Contract effective January 1, 2015 between the parties.

20. Conflict or Inconsistency. In the event of any conflict between the terms of this Agreement and any statute relevant to the matters set forth herein, including *Ohio Revised Code* Sections 9.60, 505.44, 5502.29, and 5502.41, the terms of this Agreement shall supersede, prevail and be controlling.

The parties intend that this Agreement and the Joint Cooperation Agreement shall be read together and both given effect so as to provide Fire Protections Services for the entire unincorporated area of Waterville Township. In the even of a conflict or inconsistency between the terms of this Agreement and the Joint Cooperation Agreement, the terms of this Agreement shall supersede, prevail and be controlling.

21. Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both the parties.

22. Time of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

23. Signatures Authorized. The parties represent that the execution of this Agreement and the signatures of the signatories below have been authorized by the respective legislative bodies of each party to this Agreement.

24. Headings. The headings used in this Agreement are for convenience of reference only and not intended to define, limit or describe the scope or intent of any provision of this Agreement.

25. Counterparts. This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have caused this Fire Protection Services Agreement to be signed by their authorized representatives as of the date first set forth above.

VILLAGE OF WHITEHOUSE, OHIO,
Pursuant to Resolution No. _____
of the Council of the Village of
Whitehouse, Ohio

Approved as to Form for
the Village of Whitehouse:

Kevin A. Heban, Solicitor

By: _____
Donald Lee Atkinson, Mayor

By: _____
Joshua Hartbarger, Fire Chief

THE BOARD OF TRUSTEES OF
WATERVILLE TOWNSHIP,
LUCAS COUNTY, OHIO,
Pursuant to Resolution No. _____
of the Board of Trustees of Waterville
Township, Lucas County, Ohio

Approved as to Form for
Waterville Township:

_____, Law Director

By: _____
Kyle Hertzfeld, Trustee

By: _____
Brett Warner, Trustee

By: _____
Duke Wheeler, Trustee

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for the Village of Whitehouse, Ohio, I hereby certify that funds sufficient to meet the obligations of the Village under this Agreement have been lawfully appropriated for the purposes thereof and will be in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2020

_____, Fiscal Officer
Village of Whitehouse, Ohio

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for Waterville Township, Lucas County, Ohio, I hereby certify that funds sufficient to meet the obligations of the Township under this Agreement have been lawfully appropriated for the purposes thereof and will be in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2020

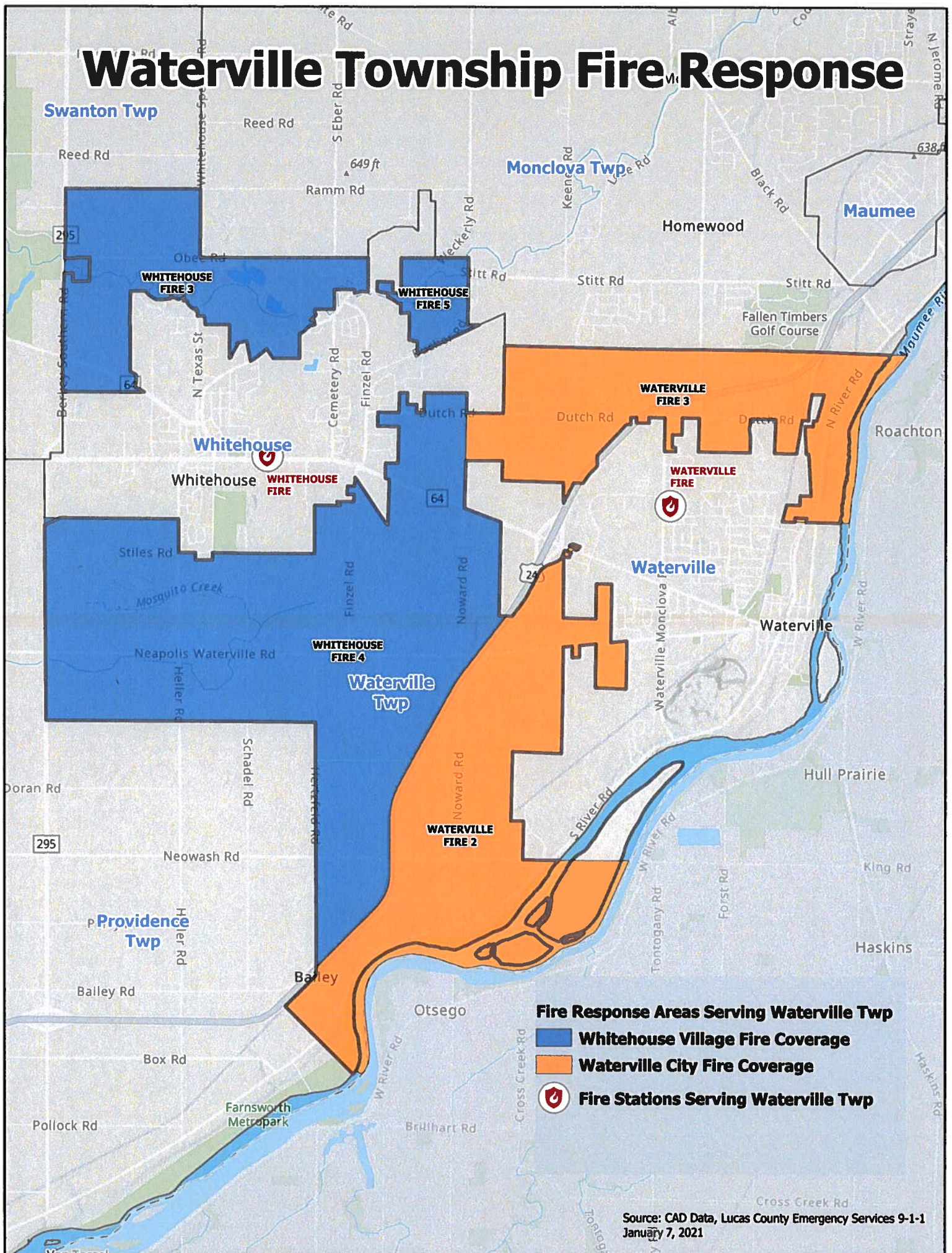
_____, Fiscal Officer
Waterville Township, Lucas County, Ohio

EXHIBIT A

Fire Protection Services Area ("Services Area")

Being a portion of the unincorporated area of Waterville Township, Lucas County, Ohio as depicted on the map attached hereto.

Waterville Township Fire Response



ORDINANCE NO. 3-2021

AN ORDINANCE AUTHORIZING THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, TO ENTER INTO A JOINT COOPERATION AGREEMENT WITH THE CITY OF WATERVILLE AND THE BOARD OF TRUSTEES OF WATERVILLE TOWNSHIP, AND DECLARING AN EMERGENCY.

WHEREAS, it is desirable and in the best interests of the Village of Whitehouse and its residents for the Village to enter into a Joint Cooperation Agreement (hereinafter the "Agreement") with the City of Waterville and the Board of Trustees of Waterville Township; and

WHEREAS, the Agreement is attached as Exhibit "A".

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the Village of Whitehouse, Lucas County, Ohio hereby approves the Agreement, which agreement is attached hereto as Exhibit A.

SECTION II: The Mayor and Fire Chief are hereby directed and authorized to execute said Agreement on behalf of the Village.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

SECTION IV: This Ordinance is hereby declared to be an Emergency Measure necessary for the immediate preservation of the public peace, health and safety of said Village and its inhabitants, and for the further reason that this Ordinance is necessary to provide for the continuation of fire, EMS and ambulance services to the residents and visitors to the Village of Whitehouse.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

JOINT COOPERATION AGREEMENT

THIS JOINT COOPERATION AGREEMENT is made as of the ____ day of _____, 2021, by and between the **VILLAGE OF WHITEHOUSE, OHIO**, an Ohio municipal corporation ("Whitehouse"), the **CITY OF WATERVILLE, OHIO**, an Ohio municipal corporation ("Waterville"), and **THE BOARD OF TRUSTEES OF WATERVILLE TOWNSHIP, LUCAS COUNTY, OHIO**, an Ohio statutory township ("Waterville Township").

WHEREAS, Whitehouse and Waterville each operate their own Fire Departments and provide fire, emergency medical services ("EMS") and ambulance services within their respective municipal boundaries and within contracted portions of Waterville Township, as well as certain "mutual aid" services across their boundaries as and when necessary (the boundaries of Whitehouse, Waterville and the contracted portions of Waterville Township together the "Covered Area"); and

WHEREAS, the Whitehouse and Waterville Fire Departments both use a combination of employed, on-call and pay-per-call personnel to provide fire, EMS and ambulance services; and

WHEREAS, the parties desire to address common financial and operational challenges of providing fire, EMS and ambulance services in the Covered Area, to stabilize and obtain comparable levels of staffing and capital equipment within the Fire Departments, to increase reliance on part- and full-time employed personnel to provide fire, EMS and ambulance services and to more closely align the procedures, practices and cultures of the Whitehouse and Waterville Fire Departments.

NOW THEREFORE, in consideration of the foregoing premises, the agreements set forth herein and other valuable consideration, the parties agree as follows:

1. **Cooperation Agreement.** This Agreement sets forth the parties' agreements to cooperate to address common financial and operational challenges and opportunities of providing fire, EMS and ambulance services in the Covered Area, to obtain comparable levels of staffing and capital equipment within the Fire Departments, to increase reliance on full- and part-time employed personnel to provide fire, EMS and ambulance services and to more closely align the procedures, practices and cultures of the Whitehouse and Waterville Fire Departments.

This Agreement is not intended to, and does not, create a joint fire district, a fire and ambulance district, a joint ambulance district, a joint emergency medical services district, or a reciprocal fire protection agreement by or between the parties.

2. **Independent Fire Departments.** Whitehouse and Waterville each shall operate their own Fire Departments and provide fire, emergency medical services ("EMS") and ambulance services within their respective municipal boundaries and within contracted portions of Waterville Township, as well as certain mutual aid services across their boundaries as provided herein, during the entire term of this Agreement.

Each Fire Department shall remain independent and responsible for its own operations, equipment and staffing (unless otherwise provided in this Agreement), including salary, benefits, insurances, contributions and liabilities. Whitehouse and Waterville each shall pay the costs of the operations of its respective Fire Department with a combination of general funds and funds generated by property tax levies.

3. Whitehouse Fire Department Staff and Staffing.

(a) *Staff.*

(i) At a minimum Whitehouse shall maintain at least the number of full- and part-time employed personnel of its Fire Department as it has as of the date of this Agreement, that number being 6 full-time and 26 part-time.¹ The rest of the Fire Department workforce shall be comprised of on-call and pay-per-call personnel.

(ii) As soon as reasonably practicable but not later than September 1, 2021, Whitehouse shall add an additional four (4) full-time staff to its Fire Department, being two (2) full-time FF/EMT Basic and two (2) full-time Paramedics. These four (4) full-time personnel shall be added to the minimum number of full- and part-time employed personnel Whitehouse agrees to maintain in its Fire Department through December 31, 2025.

(iii) During the period from January 1, 2026 through December 31, 2030 Whitehouse continuously shall evaluate the number of its Fire Department staff and add such additional staff as reasonably necessary in order to have or have access to sufficient personnel appropriately to respond to calls for fire, EMS and ambulance services, with a preference for full- and part-time employed personnel.

Temporary reductions below the minimum number of full- and part-time employed personnel that Whitehouse agrees to maintain in its Fire Department which occur for reasons beyond Whitehouse's reasonable control shall be discussed between the parties, but at all times during the term of this Agreement the Whitehouse Fire Department shall have or have access to sufficient personnel appropriately to respond to calls for fire, EMS and ambulance services.

(b) *Staffing.* At a minimum, Whitehouse at all times (24 hours/day, 7 days/week) shall have at least three (3) personnel at the ready to respond to the first dispatched fire, EMS or ambulance call within its municipal boundaries and its contracted portion of Waterville Township, such personnel comprised of any combination of full- and part-time and on-call personnel. Subject to the foregoing sentence, Whitehouse shall use all reasonable efforts to schedule its workforce to provide the staffing coverage for the period from September 1, 2021 through December 31, 2025 as set forth on Schedule 3(b) attached hereto.

¹ Whitehouse employs 6 additional full-time personnel funded through contractual obligations of Lucas County EMS. Employment of these additional personnel specifically is subject to ongoing Lucas County EMS funding, and these personnel are not included within the minimum number of personnel Whitehouse agrees to maintain in its Fire Department.

Changes in Whitehouse Fire Department staffing coverage for any good cause during the term of this Agreement first shall be discussed between the parties, but at no time shall be less than the staffing coverage set forth on Schedule 3(b) for the relevant time period unless agreed by all of the parties.

4. Waterville Fire Department Staff and Staffing.

(a) *Staff.*

(i) At a minimum Waterville shall maintain at least the number of full- and part-time employed personnel of its Fire Department as it has as of the date of this Agreement, that number being 2 full-time and 20 part-time. The rest of the Fire Department workforce shall be comprised of on-call and pay-per-call personnel.

(ii) As soon as reasonably practicable but not later than September 1, 2021, Waterville shall add an additional six (6) full-time FF/EMT or Paramedic staff to its Fire Department. These six (6) full-time personnel shall be added to the minimum number of full- and part-time employed personnel Waterville agrees to maintain in its Fire Department through December 31, 2025.

(iii) During the period from January 1, 2026 through December 31, 2030 Waterville continuously shall evaluate the number of its Fire Department staff and add such additional staff as reasonably necessary in order to have or have access to sufficient personnel appropriately to respond to calls for fire, EMS and ambulance services, with a preference for full- and part-time employed personnel.

Temporary reductions below the minimum number of full- and part-time employed personnel that Waterville agrees to maintain in its Fire Department which occur for reasons beyond Waterville's reasonable control shall be discussed between the parties, but at all times during the term of this Agreement the Waterville Fire Department shall have or have access to sufficient personnel appropriately to respond to calls for fire, EMS and ambulance services.

(b) *Staffing.* At a minimum, Waterville at all times (24 hours/day, 7 days/week) shall have at least three (3) personnel at the ready to respond to the first dispatched fire, EMS or ambulance call within its municipal boundaries and its contracted portion of Waterville Township, such personnel comprised of any combination of full- and part-time and on-call personnel. Subject to the foregoing sentence Waterville shall use all reasonable efforts to schedule its workforce to provide the staffing coverage for the period from September 1, 2021 through December 31, 2025 as set forth on Schedule 4(b) attached hereto.

Changes in Waterville Fire Department staffing coverage for any good cause during the term of this Agreement first shall be discussed between the parties, but at no time shall be less than the staffing coverage set forth on Schedule 4(b) for the relevant time period unless agreed by all of the parties.

5. Capital Acquisitions. The parties acknowledge that up-to-date and functional equipment, facilities and other capital assets are critical to the delivery of prompt, safe and effective fire, EMS and ambulance services. Whitehouse and Waterville have identified certain capital improvements and acquisitions for their respective Fire Departments as identified on Schedule 5, and those parties shall take reasonable efforts to make such improvements and acquire and place into service such equipment within their respective Departments on or before December 31, 2025.

6. Property Tax Levies. The parties desire to maintain sustainable sources of revenue for fire, EMS and ambulance services in their respective jurisdictions. As of the date of this Agreement Whitehouse, Waterville and Waterville Township each have tax levies upon all taxable property within their respective municipal boundaries and the unincorporated area of Waterville Township for fire, EMS and ambulance services (the "Current Levies")². Each party agrees not to take any action to reduce the millage rate, number of years or term, or amount of annual revenue of or from its Current Levies, or to refund or abate, or postpone or delay the collection of, any of its Current Levies, and each party shall take all actions reasonably necessary to maintain, renew or replace with equivalent levies all of its Current Levies, it being the specific intent of the parties that at all times during the term of this Agreement each party shall maintain a level of revenue received or to be received by each of them generated from all then-current and future taxes levied or to be levied upon all taxable property in their respective jurisdictions for fire, EMS and ambulance services as contemplated as of the date of this Agreement.

The revenue generated by the Current Levies shall be used by each party to pay, in whole or in part, the cost of providing fire, EMS and ambulance services in their respective jurisdictions, and specifically by Whitehouse and Waterville to support their staff, staffing, capital improvements and capital acquisitions commitments set forth in this Agreement and by Waterville Township to pay the charges to obtain fire, EMS and ambulance services on a regular basis from Whitehouse and/or Waterville under agreements entered into or to be entered into between Waterville Township and Whitehouse and/or Waterville as set forth in Section 10, below.

7. Cooperation Opportunities. The parties agree to work together to find or create and then implement opportunities to align the procedures, practices and cultures of the Whitehouse and Waterville Fire Departments, coordinate similar functions, share expenses, participate in joint undertakings, consider economies of scale and other collaborative opportunities, all for the purpose of providing a more efficient, economic, unified and integrated fire, EMS and ambulance services response within the communities of Whitehouse, Waterville and Waterville Township.

² Current Levies for each party are as follows: Whitehouse-2020 continuous 3.25-mill levy; Waterville-2020 continuous 3.25-mill levy; Waterville Township-1986 continuous 1.50-mill levy, 2000 continuous 1.50-mill levy, and 2020 continuous 3.25-mill levy.

Such cooperation opportunities may include:

- (a) Aligning standard operating procedures/standard operating goals for fire, EMS and ambulance services;
- (b) Expanding incident deployment strategies utilizing both Fire Departments and personnel;
- (c) Coordinating and standardizing equipment and apparatus purchases to prevent duplication and assist in familiarization for personnel regardless of location of work;
- (d) Sharing equipment and apparatus, group purchasing of equipment and apparatus, and joint purchase, lease, lease with option to purchase, maintenance, use and/or operation of equipment and apparatus and prorating the expense for the same;
- (e) Mutual hiring practices and flexible schedules to create enhanced opportunities for personnel to work at both Fire Departments;
- (f) recruiting and retaining on-call and pay-per-call personnel;
- (g) Coordinating and enhancing personnel training;
- (h) Sharing the services of a Medical Director; and
- (i) Working together on regional grants and other sources of funding.

8. W³ Fire Department Steering Committee. The parties form the W³ Fire Co-Op Steering Committee (the "Steering Committee") comprised of nine (9) persons, as follows: one member of the legislative authority of each party to this Agreement and one other person designated by the legislative authority of each party to this Agreement (such members and other persons to be designated by each respective legislative authority from time to time), the Administrators of Whitehouse and Waterville, and one at-large person selected by the other eight (8) persons on the Steering Committee. The at-large person shall serve as Chairperson, who shall preside at the meetings of the Steering Committee.

The Steering Committee shall meet as needed, but not less frequently than quarterly, or on the call of the Chairperson or any two of the parties to this Agreement. Written notice stating the date, time, place and purpose of a meeting of the Steering Committee shall be given either by personal or electronic delivery to each member of the Steering Committee not less than five (5) nor more than ten (10) days before the date of the meeting. No business shall be considered other than the subject(s) specified in the call for such meeting.

All meetings of the Steering Committee shall be open to the public except as otherwise permitted by applicable statutes relating to open meetings of public officials. The Chairperson or designee shall post or cause to be posted at the administrative offices of Whitehouse, Waterville and Waterville Township a notice of the time(s) and place(s) of any regular meetings of the Steering Committee at least two (2) days before any such meeting. The Chairperson or designee

shall post or cause to be posted at the administrative offices of Whitehouse, Waterville and Waterville Township a notice of the time(s), place(s) and purposes(s) of any special meeting of the Steering Committee at least twenty-four (24) hours before such meetings. The Chairperson or designee shall give at least twenty-four (24) hours advance written or oral notice of the time(s), place(s) and purposes(s) of any special meeting of the Steering Committee to the news media that have requested advance notice, provided that the news media has provided the name, address and telephone number of at least two (2) persons to whom written or oral notice may be delivered either during or outside of regular business hours. In the event of an emergency requiring immediate action, a special meeting may be held without giving twenty-four (24) hours advance notice to news media that have requested advance notification of special meetings provided that any one or more of the persons calling such special emergency meeting, or the Chairperson or designee on their behalf, immediately shall give written or oral notification of the time, place and purpose of such special emergency meeting to the media that have requested advance notice.

A majority of the Steering Committee members present in person shall constitute a quorum for such meeting, provided that there are at least two (2) Steering Committee members from each of Whitehouse and Waterville and at least one (1) Steering Committee member from Waterville Township present at the meeting. At any meeting at which a quorum is present, all matters coming before the Steering Committee shall be decided by a vote of a majority of Steering Committee members present at the meeting.

The Steering Committee shall provide support, guidance, and evaluation of the parties' responsibilities and commitments under this Agreement and the cooperation opportunities undertaken by and between the parties. The Steering Committee is advisory to the Fire Departments and the parties to this Agreement. The Steering Committee also shall accept referrals from the parties to the separate contracts contemplated in Section 10 herein, and will consider and comment upon any dispute or claim of default thereunder within thirty (30) days of the referral.

The Steering Committee shall monitor the parties' staff, staffing and capital improvements and capital acquisition commitments under this Agreement and on an ongoing basis shall consider the effect and efficacy of this Agreement and the cooperation opportunities undertaken by and between the parties. The Steering Committee may review staffing levels and response time, recommend additional cooperation opportunities between the parties, suggest revisions to this Agreement and consider whether at some future time the creation of a joint fire district or other entity may be in the best interests of the parties to this Agreement and their communities.

The Steering Committee shall prepare a written report at least once per year and present such report to the legislative authorities of each party to this Agreement.

9. Mutual Aid and Automatic Response Plan. Each Fire Department shall be the primary agency to respond to calls for fire, EMS, and ambulance services within its own municipal boundaries and within its contracted portion of Waterville Township, regardless the location of other equipment or proximity of other personnel in relation to the incident giving rise to the need for fire, EMS and ambulance services, except (a) Whitehouse may respond first with its brush truck to outdoor fires in Waterville and in Waterville's contracted portion of Waterville

Township, (b) Waterville may respond first with its boat to water rescues in Whitehouse and in Whitehouse's contracted portion of Waterville Township, and (c) as otherwise agreed between the parties when one or the other Fire Department has equipment and/or personnel that uniquely is suited to the incident giving rise to the need for fire, EMS, or ambulance services that the other Fire Department does not have ready access to.

If a Fire Department is unable to respond to a call for fire, EMS, or ambulance services within its own municipal boundaries or within its contracted portion of Waterville Township within a timeframe appropriately responsive to the incident giving rise to the need for fire, EMS, or ambulance services, or in the event a Fire Department determines the need to call in additional fire, EMS, or ambulance services from outside its own Fire Department, that Fire Department first shall call the other Fire Department to respond to that call for fire, EMS, or ambulance services or to provide such additional fire, EMS, or ambulance services unless (d) the other Fire Department has notified the Fire Department of any limitation as to the other Fire Department's ability timely to respond to the call for fire, EMS, or ambulance services when requested, such notification to be made at the time of the call to the respective dispatch centers by radio or phone, or (e) incident exigencies require that the Fire Department call a fire department or other responders other than the other Fire Department.

Subject to the provisions of the following sentence, a Fire Department that receives a call from the other Fire Department to provide fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township shall respond to the call within a timeframe appropriately responsive to the incident giving rise to the need for fire, EMS, or ambulance services. If there is a need for a Fire Department's fire, EMS or ambulance equipment and/or personnel in order appropriately to respond to a call for fire, EMS or ambulance services occurring within that Fire Department's own municipal boundaries or within its contracted portion of Waterville Township which exists at or during the same time as a need for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township, or if there is a need for a Fire Department to withdraw its fire, EMS or ambulance equipment and/or personnel from an ongoing call for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township in order appropriately to respond to a call for fire, EMS or ambulance services occurring within that Fire Department's own municipal boundaries or within its contracted portion of Waterville Township, that Fire Department shall give first priority to the need for fire, EMS or ambulance services occurring within that Fire Department's own municipal boundaries or within its contracted portion of Waterville Township.

Waterville Township expressly acknowledges the requirement that one Fire Department first call the other Fire Department in the event that a Fire Department is unable to respond to a call for fire, EMS, or ambulance services within its own municipal boundaries or within its contracted portion of Waterville Township and the priorities of the responding Fire Department as set forth above.

If a Fire Department is unable to respond to a call for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township, or is unable to supply all of the necessary equipment and personnel in order appropriately to respond to a call for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township, or if a Fire Department needs to withdraw its fire, EMS or ambulance equipment and/or personnel from an ongoing call for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township in order appropriately to respond to a call for fire, EMS or ambulance services occurring within the Fire Department's own municipal boundaries or within its contracted portion of Waterville Township, then that Fire Department shall use its best efforts by whatever means of communication reasonably is practicable promptly to notify the other Fire Department of its unavailability or inability to provide, or the pending withdrawal of, fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township.

If both Fire Departments are responding to the same incident, the personnel of the respective Fire Departments shall continue under their local command and control structure, but shall be under the operational control of the highest ranking fire official in the municipal jurisdiction or contracted portion of Waterville Township in which the incident is occurring, who shall be the final command authority at the incident.

The Fire Department providing fire, EMS or ambulance services within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township as provided in this Section 9 shall provide such services without charge or cost to the other Fire Department/municipality or the Township, except as provided in this paragraph. If a Fire Department is requested or required to provide fire, EMS or ambulance services within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township because the other Fire Department did not have sufficient personnel or equipment to respond first to calls for fire, EMS, or ambulance services within its own municipal boundaries or within its contracted portion of Waterville Township due to the other Fire Department not complying or having not complied either with the staff and staffing requirements of Section 3 or 4 herein or with the equipment acquisition requirements of Section 5 herein, then that Fire Department may refer the matter to the Steering Committee. The Steering Committee shall inquire into the reasons that the other Fire Department did not respond first to the call for fire, EMS, or ambulance services within its own municipal boundaries or within its contracted portion of Waterville Township. If the Steering Committee determines that the other Fire Department did not respond first to the call for fire, EMS, or ambulance services within its own municipal boundaries or within its contracted portion of Waterville Township due to the other Fire Department not complying or having not complied either with the staff and staffing requirements of Section 3 or 4 herein or with the equipment acquisition requirements of Section 5 herein, the Steering Committee may make recommendations regarding the circumstances which gave rise to the matter being considered and such other recommendations as the Steering Committee may determine, including reimbursement to the Fire Department for any costs incurred in providing fire, EMS or

ambulance services, including loss or damage to equipment, the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates as in effect from time to time for equipment used, and other costs and expenses incurred including actual payroll expense for personnel, all upon proof to and approval by the Steering Committee of such amounts. The parties agree to cooperate with the Steering Committee in such inquiries and proofs.

Whitehouse and Waterville each shall be responsible for its own acts or omissions in the provision of fire, EMS or ambulance services, and each agrees to defend itself and pay any judgments and costs arising from such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility to the other party. Notwithstanding the foregoing sentence, the parties to this Agreement agree that neither Whitehouse nor Waterville, nor their respective Fire Departments, officials, officers, administrators, employees, volunteers, contractors, agents or representatives, shall be liable for any damages or loss to persons or property for any failure to respond to, delay in responding to, or withdrawal from, a call for fire, EMS or ambulance services occurring within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township as provided in this Section 9.

The parties intend that (f) personnel of a Fire Department providing fire, EMS or ambulance services within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township while providing such services shall be considered to be agents of their own Fire Department for purposes of tort liability and immunity from tort liability under the law of this state, (g) a Fire Department and the personnel of that Fire Department, while providing fire, EMS or ambulance services within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township, or while in route to or from providing fire, EMS or ambulance services within the other Fire Department's municipal boundaries or within the other Fire Department's contracted portion of Waterville Township, shall be deemed to be exercising governmental functions as defined in *Ohio Revised Code* Section 2744.01, shall have the defenses to and immunities from civil liability provided in *Ohio Revised Code* Sections 2305.233, 2744.02 and 2744.03, and shall be entitled to all applicable limitations on recoverable damages under *Ohio Revised Code* Section 2744.05, and (h) a Fire Department and the personnel of that Fire Department, while requesting fire, EMS or ambulance services within its municipal boundaries or within the Fire Department's contracted portion of Waterville Township, shall be deemed to be exercising governmental functions as defined in *Ohio Revised Code* Section 2744.01, shall have the defenses to and immunities from civil liability provided in *Ohio Revised Code* Sections 2305.233, 2744.02 and 2744.03 and shall be entitled to all applicable limitations on recoverable damages under *Ohio Revised Code* Section 2744.05.

As between Whitehouse and Waterville, (i) this Agreement supersedes both that certain contract for mutual interchange of fire department services and use of fire apparatus among certain political subdivisions in Lucas County, Ohio dated January 1, 1981 and that certain Memorandum of Understanding Between the Village of Whitehouse, Lucas County, Ohio and the City of Waterville, Lucas County, Ohio as to Supplement Automatic Response Plan guidelines for Fire Department Operations dated September 17, 2014, and (j) in the event of any conflict or inconsistency between the terms of this Agreement and any statute relevant to the

matters set forth herein, including *Ohio Revised Code* Sections 9.60, 5502.29, and 5502.41, the terms of this Agreement shall supersede, prevail and be controlling.

10. Waterville Township Contracts for Fire, EMS and Ambulance Services.

Whitehouse and Waterville Township shall enter into a new contract substantially in the form attached hereto as Exhibit A for the provision of fire, EMS and ambulance services by the Whitehouse Fire Department within certain portions of the unincorporated areas of Waterville Township. Such contract shall be for a term of ten (10) years, and shall supersede that certain Fire Service Contract effective January 1, 2015 between those parties.

Waterville and Waterville Township shall enter into a new contract substantially in the form attached hereto as Exhibit B for the provision of fire, EMS and ambulance services by the Waterville Fire Department within certain other portions of the unincorporated areas of Waterville Township. Such contract shall be for a term of ten (10) years, and shall supersede that certain Fire Suppression and Rescue Services Agreement dated December 22, 2014, as amended, between those parties.

Taken together, the contracts identified in this Section 10 shall provide for the provision of fire, EMS and ambulance services for the entire unincorporated area of Waterville Township.

11. Dispute Resolution. Except for the circumstances set forth in Section 13(a) below, any dispute or claim of default arising under this Agreement and any matter arising under Section 9 herein first shall be referred to the Steering Committee for consideration and comment within thirty (30) days of the referral.

Any dispute or claim of default regarding the cooperation opportunities contemplated in Section 7 hereof or undertaken or failed to be undertaken by and between the parties that remains unresolved following referral to the Steering Committee shall further be referred to a special joint session of the legislative authorities of all three (3) parties to this Agreement for consideration and discussion.

12. Term. The initial term ("Initial Term") of this Agreement shall be a period of ten (10) years commencing on the date first set forth above, unless terminated earlier as provided herein.

Following the Initial Term this Agreement shall continue thereafter for up to five (5) additional consecutive terms of one (1) year each (each, a "Renewal Term") unless either Whitehouse or Waterville provide written notice to the other parties at least ninety (90) days prior to expiration of the then-current term of its intention not to continue this Agreement beyond expiration of the then-current term.

References in this Agreement to "term" shall refer to the Initial Term and, if continued, to the Renewal Terms, collectively.

13. Termination.

(a) If either Whitehouse or Waterville:

(i) fails to meet or maintain the Fire Department staff, staffing or capital improvements and capital acquisition obligations as and at the time(s) specified as set forth in Sections 3 through 5 above and such failure continues for a period of sixty (60) days following written notice from the other party, or

(ii) reduces, refunds, abates, postpones or delays collection of, or fails to maintain, renew or replace, its Current Levies,

the other of those two parties may, but need not, terminate this Agreement upon thirty (30) days written notice to all the other parties to this Agreement.

(b) Except as otherwise set forth in Section 13(a), if either Whitehouse or Waterville breaches a material term of this Agreement the non-breaching party shall provide written notice to the other party setting forth with specificity the claimed breach and the steps to be taken to remedy the claimed breach. If the alleged breaching party fails to remedy the claimed breach within thirty (30) days following receipt of the written notice of the claimed breach, the non-breaching party may, but need not, terminate this Agreement immediately upon expiration of the said thirty (30) day period upon written notice to the other parties to this Agreement; provided, however, that any claimed breach under this Section 13(b) first shall have been submitted for dispute resolution under Section 11.

(c) If either Whitehouse or Waterville terminates its separate Fire Protection Services Agreement with Waterville Township as contemplated in Section 10 and as provided in such separate agreement, Waterville Township no longer shall be a party to this Agreement.

14. Relationship of the Parties. The relationship of the parties to this Agreement shall be that of independent contractors. Nothing set forth in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties hereto.

15. Notices. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be effective upon receipt, if given (a) in person or by courier or a courier service, (b) by certified U.S. mail, return receipt requested, or (c) by nationally recognized overnight delivery service, addressed as follows:

If to Whitehouse:	Village of Whitehouse
	ATTN: Administrator
	6925 Providence Street
	Whitehouse, OH 43571

If to Waterville: City of Waterville
ATTN: Administrator
25 N. Second Street
Waterville, Ohio 43566

If to Waterville Township: Waterville Township, Lucas County, Ohio
ATTN: Fiscal Officer
621 Farnsworth Road
Waterville, Ohio 43566

Any party may at any time change its notice address by providing notice to the other parties by delivery of notice of such change by the method described above.

16. Amendment/Waiver. No change, modification or amendment of or waiver of any obligation under this Agreement will be enforceable unless set forth in writing and signed by each party.

17. Waiver of Breach. Waiver by any party of a breach of any of the terms or provisions of this Agreement by any other party at any time or times shall not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

18. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

19. No Third Party Beneficiary. Except as specifically set forth in this Agreement, none of its provisions are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

20. Assignment. No party may assign any of its rights, interests or obligations under this Agreement without obtaining the prior written consent of the other parties.

21. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties, any entities succeeding the parties in all or in part whether by annexation, merger or otherwise, and permitted assigns.

22. Survival. Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

23. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio. The jurisdiction and venue for any action between the parties

regarding this Agreement shall be in the federal or state courts located in Toledo, Lucas County, Ohio, and all parties hereto consent to the exercise of personal jurisdiction over them by such courts.

24. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties.

25. Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all the parties.

26. Time of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

27. Headings. The headings used in this Agreement are for convenience of reference only and not intended to define, limit or describe the scope or intent of any provision of this Agreement.

28. Counterparts. This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have caused this Joint Cooperation Agreement to be signed by their authorized representatives as of the date first set forth above.

VILLAGE OF WHITEHOUSE, OHIO,
Pursuant to Resolution No. _____
of the Council of the Village of
Whitehouse, Ohio

Approved as to Form for
the Village of Whitehouse:

Kevin A. Heban, Solicitor

By: _____
Donald Lee Atkinson, Mayor

By: _____
Joshua Hartbarger, Fire Chief

CITY OF WATERVILLE, OHIO,
Pursuant to Ordinance No. _____
of the Council of the City of
Waterville, Ohio

Approved as to Form for
the City of Waterville:

_____, Law Director

By: _____
Timothy Pedro, Mayor

By: _____
Doug Meyer, Fire Chief

THE BOARD OF TRUSTEES OF
WATERVILLE TOWNSHIP,
LUCAS COUNTY, OHIO,
Pursuant to Resolution No. _____
of the Board of Trustees of Waterville
Township, Lucas County, Ohio

Approved as to Form for
Waterville Township:

_____, Law Director

By: _____
Kyle Hertzfeld, Trustee

By: _____
Brett Warner, Trustee

By: _____
Duke Wheeler, Trustee

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for the Village of Whitehouse, Ohio, I hereby certify that funds sufficient to meet the obligations of the Village under this Agreement have been lawfully appropriated for the purposes thereof and will be in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2021

_____, Fiscal Officer
Village of Whitehouse, Ohio

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for the City of Waterville, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under this Agreement have been lawfully appropriated for the purposes thereof and will be in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2021

_____, Fiscal Officer
City of Waterville, Ohio

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for Waterville Township, Lucas County, Ohio, I hereby certify that funds sufficient to meet the obligations of the Township under this Agreement have been lawfully appropriated for the purposes thereof and will be in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2021

_____, Fiscal Officer
Waterville Township, Lucas County, Ohio

SCHEDULE 3(b)

Whitehouse Staffing Coverage

September 1, 2021 through December 31, 2025

- Seven Days a week 24-hour coverage on a 24/48 A, B, C Rotation
- 1 existing Full Time FF / Paramedic for Station 85 (total of 3)
 - The shift officer position would be all Captains. They would cover the officer position nights and weekends on the Fire Side. In the event the Full-Time officer is off, the Chief, Deputy Chief, Training Officer, and current Volunteer officers would cover.
- 1 existing Part Time FF / EMT Basic or Paramedic (24/192 A, B, C rotation or contingent. This ensures employees are under 35 hours per week.)
- 1 New Full Time FF / EMT Basic and 2 new Paramedics (one per A, B and C shift a total of 3 people)
- 1 New Full Time FF / EMT Basic Swing Position. (Total of 1)
 - This position would fill in for requested Vacation / Sick / Comp Time.
- Existing On Call FF / EMT or Volunteer FF / EMT
 - Backfills 3rd position from at home on call when no coverage of Part-Time or Full-Time staff available
 - Responds to all-call runs when available

SCHEDULE 4(b)

Waterville Staffing Coverage

September 1, 2021 through December 31, 2025

- Seven Days a week 24-hour coverage
- 2 new Full Time FF EMTs or Paramedics 24/48 A, B, C rotation
 - Addition of 6 Full Time positions (The current positions are included in this model to make 6).
 - 1 Position per shift will eventually be trained and assigned an officer role. In the event the Full Time officer is off, the Chief, Deputy Chief, and current Volunteer officers would cover.
- 2 existing Part Time FF EMTs or Paramedics (24/192 A, B, C rotation or contingent. This ensures employees are under 35 hours per week)
- Existing On Call FF / EMT or Volunteer FF / EMT
 - Backfills 3rd position from at home on call when no coverage of Part-Time or Full-Time staff available
 - Responds to all-call runs when available

SCHEDULE 5

Capital Improvements and Acquisitions

Whitehouse

<u>Item</u>	<u>Estimated Cost (current dollars)</u>
SCBA and Bottles	\$181,875
Station Upgrades	\$40,000
Turnout Gear	\$109,150
TOTAL	\$331,025

Replacement funding needed as Capital Money is reverted to staffing for years 6-10.

Waterville

<u>Item</u>	<u>Estimated Cost (current dollars)</u>
Station Upgrades	\$25,000
SCBA Cascade System	\$55,000
Deputy Chief Vehicle	\$24,000
SCBA and Bottles	\$125,000
Radios	\$50,000
TOTAL	\$279,000

Replacement funding needed as Capital Money is reverted to staffing for years 6-10 and additional funds for capital made up from Waterville City General Fund.

EXHIBIT A

Fire Services Agreement between Whitehouse and Waterville Township

[See attached.]

EXHIBIT B

Fire Services Agreement between Waterville and Waterville Township

[See attached.]

RESOLUTION NO. 4 - 2021

A RESOLUTION AUTHORIZING AND ALLOWING THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO TO PAY SPECIAL ASSESSMENTS ON VILLAGE RESIDENTS IN ASSOCIATION WITH THE PETITION FOR THE SWAN CREEK IMPROVEMENTS CURRENTLY UNDER CONSIDERATION BY THE BOARD OF LUCAS COUNTY COMMISSIONERS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Whitehouse, Ohio petitioned the Board of Lucas County Commissioners under Section 6131 of the Ohio Revised Code to conduct improvements to Swan Creek Ditch and to establish a fund for its permanent maintenance under Section 6137 of the Ohio Revised Code; and,

WHEREAS, as a municipal public home rule corporation established in the State of Ohio, the Village of Whitehouse can elect to pay any special assessments of behalf of benefitting property owners within the Village; and,

WHEREAS, this Council is desirous of paying special assessments for the construction and maintenance of Swan Creek Ditch for benefitting property owners within the Village;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the payment of special assessments for the construction and permanent maintenance of improvements to Swan Creek Ditch for benefitting owners of property within the Village will be assumed by the Village of Whitehouse.

SECTION II: That the Village Administrator of the Village of Whitehouse, Lucas County, Ohio is authorized to notify the Board of Lucas County Commissioners of this action.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted at an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth in the Village Charter.

Section IV: This Resolution is hereby declared to be an **EMERGENCY MEASURE** necessary for the immediate preservation of the public peace, health and safety of said Village and for the further reason that immediate authorization at this time is necessary to continue to process to place the forgoing improvement to Swan Creek Ditch.

WHEREFORE, this Resolution shall take effect and be in full force immediately upon passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

RESOLUTION NO. 5 - 2021

A RESOLUTION AUTHORIZING AND ALLOWING THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO TO PAY SPECIAL ASSESSMENTS ON VILLAGE RESIDENTS IN ASSOCIATION WITH THE PETITION FOR THE LONE OAK DITCH IMPROVEMENTS #1048 CURRENTLY UNDER CONSIDERATION BY THE BOARD OF LUCAS COUNTY COMMISSIONERS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Whitehouse, Ohio petitioned the Board of Lucas County Commissioners under Section 6131 of the Ohio Revised Code to conduct improvements to Lone Oak Ditch and to establish a fund for its permanent maintenance under Section 6137 of the Ohio Revised Code; and,

WHEREAS, as a municipal public home rule corporation established in the State of Ohio, the Village of Whitehouse can elect to pay any special assessments of behalf of benefitting property owners within the Village; and,

WHEREAS, this Council is desirous of paying special assessments for the construction and maintenance of Lone Oak Ditch for benefitting property owners within the Village;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the payment of special assessments for the construction and permanent maintenance of improvements to Lone Oak Ditch for benefitting owners of property within the Village will be assumed by the Village of Whitehouse.

SECTION II: That the Village Administrator of the Village of Whitehouse, Lucas County, Ohio is authorized to notify the Board of Lucas County Commissioners of this action.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted at an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth in the Village Charter.

Section IV: This Resolution is hereby declared to be an **EMERGENCY MEASURE** necessary for the immediate preservation of the public peace, health and safety of said Village and for the further reason that immediate authorization at this time is necessary to continue to process to place the forgoing improvement to Lone Oak Ditch.

WHEREFORE, this Resolution shall take effect and be in full force immediately upon passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

RESOLUTION NO 06-2021

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, it is the recommendation of the Village Council that the Village enter into a contract for engineering services with Jones & Henry Engineers, LTD., 3103 Executive Parkway, Suite 300, Toledo, OH 43606; and

WHEREAS, this Council is desirous of implementing said recommendation.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the Administrator of the Village of Whitehouse, Lucas County, Ohio, is hereby authorized and directed to enter into a contract with Jones & Henry Engineers, LTD., 3103 Executive Parkway, Suite 300, Toledo, OH 43606, for engineering services for the Wabash Cannonball Interceptor Sewer & Finzel Road Pump Station Rehabilitation for the Village pursuant to plans and specifications as same have been provided by said company to the Village.

SECTION II: That the contract sum of fifty-nine thousand five hundred dollars (\$59,500) or so much thereof as may be needed is hereby appropriated from such Village funds as shall be designated by the Administrator for said engineering services.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted at an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth by Village Charter.

SECTION IV: This Resolution is hereby declared to be an EMERGENCY MEASURE necessary for the immediate preservation of the public peace, health and safety of said Village and for the further reason that the immediate approval of insurance coverage agreements for the Village is necessary to provide for insurance protection and services for the Village, and insuring the continuing conduct of Village functions and services to the citizens and surrounding inhabitants.

WHEREFORE, this Resolution shall take effect and be in full force immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2021.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor

VILLAGE OF WHITEHOUSE

February 2, 2021

ADMINISTRATION

- 12-30-20** 1. November 30, 2020: Income Tax Collection = \$2,557,199.93
Compared to last year = \$2,536,850.97(0.80% increase)
JEDD & JEDZ collections = \$1,982,742.80
- 02-19-19** 2. Safety and Health Report: Last lost time injury was January 14, 2019

ADMINISTRATIVE ACTIVITIES

- 11-19-19** 1. Planning Commission Review of SR64 Corridor zoning plan
2. Continue planning of Village-to-City Transition

COMMUNITY DEVELOPMENT

SUBDIVISION DEVELOPMENTS

GRANTS

02-02-21

1. **Pedestrian Bridge** – A TMACOG funded tap project to install a 10' wide path along the north side of SR 64 between Whitehouse Square Blvd. and Finzel Rd. project includes a 14' wide pedestrian bridge over Blue Creek. – Construction year 2023. 80/20 Grant. Engineers Estimate \$652,000. Grant \$521,600.
2. **Finzel Road Resurfacing & Alley Improvements & Resurfacing**
 - a. **Finzel Road Resurfacing** – The three-lane portion of Finzel Rd. from Weckerly Rd. to Anthony Wayne HS will be resurfaced using traditional mill/fill method. This OPWC funded project is a joint project with the Lucas County Engineers office which is covering 2020/21. The joint portion was the completion of the mill/fill of Bucher Rd. in 2020. The Finzel Rd. Resurfacing is currently out to bid with an open date of February 5th. (Contract A)
 - b. **Alley Improvements & Resurfacing** – The alley between Waterville St. & Otsego St. from Texas St. to Gilead St. will be resurfaced as well as the alley between Waterville St. & Lucas St. from Providence St. to Gilead St. Additionally the storm sewer main for the Waterville St. & Lucas St. alley will be improved. This project is currently out to bid with a bid opening date of February 5th. (Contract B)
 - c. Contract A & B above are estimated at \$265,000.
3. **Industrial Parkway Resurfacing & Water Main Replacement** – This OPWC funded project will see a portion of aged water main replaced on Industrial Parkway as well as the mill/fill resurfacing of the entire portion of roadway. This project is a joint funding project with the Lucas county Engineer which will see Weckerly Road resurfaced from Eber Rd. to Stitt Road. This Capital Improvement project is scheduled for 2022.

4. **Whitehouse Streets Resurfacing** – This OPWC funded project will see the resurfacing of Wabash St., Lucas St. Gilead St. and all Blue Creek Gardens resurfaced utilizing traditional mill/fill resurfacing methods. This project is a joint funding project with the Lucas county Engineer which will see a large portion of Dutch Road resurfaced. These projects are being schedule for 2023.
5. **Providence St. Cape Seal Overlay & Oak Pointe Dr./Kirtland Ln. Micro-Seal** -Paving improvements for 2021 include the cape sealing of Providence St. from Waterville St. to Stiles Rd. Oak Pointe Dr. and Kirtland Ln. will receive an application of micro-seal. Both applications are intended to extend the life of the roadway by 7 to 10 years. This project is budgeted for \$140,000.

PARKS & RECREATION

- 01-19-21 1. **Providence St. Plazas at Wabash Cannonball Trail** – Reconstruction of both East & West plazas to include a pop fountain area. Plans in engineering – under Council review. Postponed for 2021.

STREETS

- 01-19-21 1. **Downtown Streetscape Phase 3** – Providence St. from Maumee St. to Shepler Ave. – Plans in Engineering. Council reviewing plans on parking & extent of improvements. Postponed until 2022.
2. **Weckerly Rd. & Finzel Signalization** – In engineering with Poggemeyer Design Group. Out to bid for June 7th bid opening. Awarded to U.S. Utility Contractor Co., Inc. for \$173,231.04. 50% completed. Waiting on pole manufacturer. New estimated delivery of 10/2020. Poles delivered to Contractor. Estimate Installation - End of November. Completed

WATER

11-03-20

1. **Elevated Storage Study** – Contracted with Poggemeyer Design Group to evaluate water distribution needs for future elevated water storage. In progress.

WASTE WATER

- 01-19-21 1. **Sanitary Sewer Trunk Main** –Working with Jones & Henry Engineering on the installation of a sanitary sewer trunk main to be constructed to replace current force mains and sewage pumping stations which are nearing the end of their useful life and needing replaced. Wrapping up plans to submit to OEPA. Easement acquisitions underway. Awarded to Mark Shaffer's Excavating & Trucking for \$2,486,185.00. Construction Spring 2021

STORM SEWER

- 01-19-21 1. Staff working with Lucas County Engineer to move forward petition process for the maintenance of Swan Creek to include all of the Swan Creek Watershed west

of I-475 in Lucas County. Petitions to be filed with Lucas County. Ditch petition hearing to begin Spring 2021.

SANITATION

MISCELLANEOUS

- 02-02-21** 1. **Building Permits:** 4 new homes as of 01/28/21.
- 11-03-20** 2. **Public Works:**
- 1. Leaf Collection
 - 2. Winter Preparations

Boards and Commissions

- A. Board of Zoning Appeals
 - 1. Pending approval of January 6, 2021, meeting minutes
- B. Charter Revision Commission
 - 1. Pending approval of March 10, 2020 meeting minutes
- C. Fire Dependency Board
 - 1. Pending approval of January 5, 2021 meeting minutes
- D. Planning Commission
 - 1. Pending approval of November 2, 2020 meeting minutes
- E. Records Commission
 - 1. Pending approval of June 2, 2020, meeting minutes
 - 2. Pending 2021 Reorganization Meeting
 - 3. Pending Review of Records Set for Destruction in 2021
 - 4. Pending Review of Records Policies
- F. Tree Commission
 - 1. Pending approval of January 28, 2021 meeting minutes
 - 2. Pending Tree Inventory

Council Committee of the Whole

- A. Economic Development
 - 1. Pending Monitoring of Economic Development Plan (ongoing)
- B. Finance, Audit & Investment
- C. Franchise, Lands & Buildings
- D. Parks & Recreation
 - 1. Completion of Veterans Memorial Park
 - 2. Completion of Waterville Street Multi-Use Trail (Phase II)
 - 3. Pending review of implementation of projects in Whitehouse Park

E. Public Services Committee

1. Pending Discussion of New Downtown Traffic Signage (fall)
2. Pending Discussion of Looping Water Lines via Stiles Road.

F. Personnel & Safety

G. General

1. Pending review of Council project list

Note: If you wish to place an item on the Agenda, please let me know.